

RETURN DATE: JUNE 27, 2017  
JULIAN DEVELOPMENT LLC  
VS.  
TOWN OF FAIRFIELD, AND  
MICHAEL TETREAU

SUPERIOR COURT  
J.D. OF FAIRFIELD  
AT BRIDGEPORT

MAY 22, 2017

***COMPLAINT***

**TRADE DEFAMATION AS TO THE DEFENDANTS  
TOWN OF FAIRFIELD AND MIKE TETREAU**

1. The defendant Town of Fairfield is a municipal corporation existing under the laws of the State of Connecticut.
2. At all times mentioned herein, the defendant Mike Tetreau was the first select-person for the defendant Town of Fairfield.
3. On and prior to 2013, the defendant Town of Fairfield owned, controlled and/or maintained a landfill area near the town beaches.
4. Said landfill, as of 2013, had grown to such a degree that it had become a major blight in the town, and as such a top town priority to eliminate.
5. In 2013, the defendant Town of Fairfield made a public request for bids to vendors who could assist them in reducing or eliminating this landfill site.
6. At all times mentioned herein, the plaintiff Julian Development, LLC was a corporation under the laws of the State of Connecticut with a principal place of business in Fairfield, CT.
7. At all times mentioned herein, the plaintiff was in the for-profit business of recycling and processing materials at existing landfills to create products that could be safely removed from the landfill.
8. In response to the Town of Fairfield's request for bids to reduce the size of its landfill , the plaintiff submitted an offer.
9. In or about the Fall of 2013 the plaintiff's offer was accepted by the defendant Town of Fairfield.
10. Under the contract terms, the plaintiff was permitted to use the landfill site as a processing and recycling center in exchange for their agreement to reduce the then existing size of the landfill by certain percentages of volume over the three year contract period.
11. In addition, the contract permitted the defendant Town of Fairfield to dump further refuse on the site during this three-year period and to purchase the recycled fill at a reduced price from the plaintiff.

12. Finally, the defendant Town of Fairfield understood when it entered this contract that the plaintiff would be making a substantial investment of time and capital into the project and that recycling/processing of the existing contents of the pile required bringing materials in to mix with the contents of the landfill.

13. It was anticipated by both parties to the contract that it would likely be renewed at the end of the first 3 year period in order to complete the project, and eliminate the remainder of the landfill.

14. Over the course of the next three years, the plaintiff met the obligations owed by them under the contract dramatically reducing the size of the landfill while doing so at no cost to the defendant Town.

15. Then in or about December 2016, the defendant Town through the defendant Tetreau terminated the contract with the plaintiff, and ordered them off the property.

16. The defendant Tetreau made many public statements wherein he accused the plaintiff of not meeting its contractual obligations; of secretly and illegally making the landfill larger rather than smaller; and of bringing PCB's onto the site when in fact the defendant's own Public Works Department dumped contaminated products into the landfill against the strong opposition of the plaintiff.

17. In addition Tetreau made public claims that the plaintiff had caused the the defendant "millions" in clean-up costs.

18. The statements made by the defendant Tetreau were blatantly false when made, yet had the impact of defaming the plaintiff's business, and causing the plaintiff great financial loss.

19. Prior to making the above statements, the defendant Tetreau did no investigation into the actual facts and recklessly disregarded the truth in making the false statements set forth above.

20. The statements made by defendant Tetreau were done during the course of his work on behalf of the defendant Town of Fairfield and he was acting as their agent, servant and/or employee at all times.

21. As a result of the aforementioned defamatory statements, the plaintiff lost pending business opportunities with other landfill sites when the owners of these sites read press reports quoting defendant Tetreau and defaming the plaintiff and its agents, servants and employees.

22. The loss of these business opportunities likely cost the plaintiff at least \$4,000,000 in pecuniary economic loss.

***Wherefore the plaintiff requests compensatory damages in excess of \$15,000,000  
exclusive of interest, costs, and fees as well punitive damages, attorney's fees and costs.***

**The Plaintiff, Julian Development LLC**

BY  \_\_\_\_\_

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